

# United States Bankruptcy Court

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OCT 24 1983

For the NORTHERN District of GEORGIA

TARACORP, INC., a/k/a  
Evans Metals Company  
In re \* Seitzingers, Imaco,  
and Taracorp Industries

ATLANTA DIVISION  
PROCTER & KENDRICK COMPANY  
Atlanta, Georgia

Environmental Protection 7

Case No. 82-04654A

Debtor\*

JUL 12 1983

## PROOF OF CLAIM

1. *[If claimant is an individual claiming for himself]* The undersigned, who is the claimant herein, resides at \*\*

*[If claimant is a partnership claiming through a member]* The undersigned, who resides at \*\*, is a member of \*\*, a partnership, composed of the undersigned and \*\*, and doing business at \*\*, and is authorized to make this proof of claim on behalf of the partnership.

*[If claimant is a corporation claiming through an authorized officer]* The undersigned, who resides at \*\*, is the \*\* of \*\*, a corporation organized under the laws of \*\*, and doing business at \*\*, and is authorized to make this proof of claim on behalf of the corporation.

*[If claim is made by agent]* The undersigned, who resides at \*\* 1308a Niedringhaus Avenue, Granite City, Illinois 62040, is the agent of First Granite City National Bank Trust 454, of \*\* Granite City, Illinois \*\*, and is authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$ 2,750,000.00.

3. The consideration for this debt [or ground of liability] is as follows: see attached sheet.

4. *[If the claim is founded on writing]* The writing on which this claim is founded (or a duplicate thereof) is attached here to [or cannot be attached for the reason set forth in the statement attached hereto].

5. *[If appropriate]* This claim is founded on an open account, which became [or will become] due on \*\*, as shown by the itemized statement attached hereto. Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except N/A

7. The amount of all payments of this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counter-claim except N/A

9. No security interest is held for this claim except N/A

*[If security interest in property of the debtor is claimed]* The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.



Reverse Side

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 hereof is sufficient to satisfy the claim.  
[If priority is claimed, state the amount and basis thereof.]

12. This claim is filed as a(n) (Unsecured)  
(Secured) CLAIM.  
(Priority)

\$2,750,000.00  
Total Amount Claimed

Claim Number  
(For Office Use Only)

F-17

First Granite City National Bank, Trustee  
Name of Creditor: Trust 454  
(Print or Type Full Name of Creditor)

Dated: June 9, 1983

Signed: \_\_\_\_\_

Comments (Use for additional information): POWER OF ATTORNEY

TO: PERSON(S) BEING GRANTED POWER OF ATTORNEY:

NAME: William E. Brandt

(Type or Print: Name of person being granted power of attorney)

ADDRESS: 1308a Niedringhaus Avenue, Granite City, Illinois 62040

(Street Address, City, State, Zip)

Claimant hereby appoints the above-named person(s) and authorizes same, or any of them, with full power of substitution by same or any one of them: To attend all meetings of creditors, confirmation hearings and continuances thereof in the case of the debtor(s) named on the reverse side hereof; to receive all notices of meetings and hearings in said case; to receive all payments of dividends, and payments or deliveries of money or other consideration due the below-stated claimant's interest in said case.

Any power of attorney heretofore granted by said claimant as to said case is hereby revoked.

CLAIMANT: First Granite City National Bank Trust #454

(Type or Print: Name of Company, Corporation, Partnership or individual that is Claimant)

ADDRESS OF CLAIMANT: 1960 Edison Avenue

(Street Address)

Granite City, Illinois 62040

(City, State, Zip)

SIGNATURE: \_\_\_\_\_

(Signature of person making oath)

Beneficiary of Trust and Attorney for Trust 454

(Type or Print: Name and Capacity in which person makes oath)

ADDRESS OF SIGNATORY: 1960 Edison Avenue, Granite City, Illinois 62040

(Street Address, City, State, Zip)

Sworn to and Subscribed before me this 9th day of June, 1983.

Notary Public in and for the County and State of \_\_\_\_\_

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., § 152.

\*Include all names used by debtor within last 6 years.  
\*\*State post office address.

3.

First Granite City National Bank Trust #454 claims that the debtor herein is liable to First Granite City National Bank Trust #454 for damages to and contamination of real estate owned by Trust 454 consisting of approximately 8.65 acres, which is immediately adjacent to property owned by debtor herein.

The contamination and damage to Trust 454 property is in the nature of lead contamination which could or might require Trust 454 to remove top soil from its property in order to remove contaminants, place the removed top soil into an appropriate hazardous waste site and recover subject property with uncontaminated top soil.

This claim is further for contamination of Trust 454 property by debtor herein for dumping onto Trust 454 property substances in addition to lead including arsenic, sulfuric acid and other hazardous and dangerous materials.

Debtor further has certain contracts with a tenant of Trust 454 to which Trust 454 may be considered a third-party beneficiary.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE:	)	
	)	
TARACORP, INC., a/k/a	)	CHAPTER 11
EVANS METAL COMPANY,	)	
SEITZINGERS, IMACO, and	)	JUDGE HUGH ROBINSON
TARACORP INDUSTRIES,	)	
	)	
Debtor.	)	CASE NO. 82-04654A

TARACORP, INC. a/k/a	)	
EVANS METAL COMPANY,	)	
SEITZINGERS, IMACO and	)	
TARACORP INDUSTRIES,	)	
	)	
Movant,	)	
	)	
v.	)	
	)	
FIRST GRANITE CITY NATIONAL	)	
BANK TRUST #454,	)	
	)	
Respondent.	)	

**RECEIVED  
ENFORCEMENT PROGRAMS**

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**Environmental Protection Agency**

OBJECTION TO PROOF OF CLAIM

COMES NOW the Debtor, Taracorp, Inc. ("Taracorp"), and files this Objection to Proof of Claim, and moves this Honorable Court to disallow the Proof of Claim filed herein by First Granite City National Bank Trust #454 ("Trust #454"), and shows the Court as follows:

1. Trust #454 has filed Proof of Claim No. F-17 herein, alleging that Taracorp is liable to it in the sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000). Any liability which Taracorp may have to Trust #454 is contingent and unliquidated.

2. Trust #454 has attached no documentation to the said Proof of Claim.

3. The said Proof of Claim arises from alleged damage to and contamination of real estate owned by Trust #454, which Trust #454 alleges was caused by a facility which Taracorp owns and operates in Granite City, Illinois.

4. The said facility is now primarily a lead fabricating plant and also a secondary lead smelter which is not now in operation.

5. The said facility was established by NL Industries, Inc. f/k/a National Lead Industries, Inc. ("NL"), which owned and operated it for many years.

6. Taracorp acquired the said facility from NL on August 22, 1979, and has owned and operated the said facility since that time.

7. Any damage to and contamination of real estate owned by Trust #454, including any damage and contamination allegedly caused by the said facility, existed before Taracorp acquired the said facility, and such damage and contamination occurred during the ownership and operation of said facility by NL.

8. Taracorp is not liable to Trust #454 for the damage and contamination alleged to have been caused by the said facility.

9. If anyone is liable to Trust #454 for any damage and contamination caused by the said facility, then NL is liable and not Taracorp.

10. Taracorp is not liable to Trust #454 for the amount stated by Trust #454 in the said Proof Of Claim.

11. If the Court concludes that NL and Debtor are both liable to Trust #454 for damage to and contamination of real estate owned by Trust #454 arising from the ownership and operation of the said facility, the Court should determine and assess the liability between NL and Debtor.

WHEREFORE, Taracorp prays that this Honorable Court inquire into its Objection to Proof of Claim and grant relief as follows:

1. That the Proof of Claim filed by Trust #454, the same being Proof of Claim No. F-17, be disallowed in its entirety.

2. In the alternative, that the Court determine the amount of Taracorp's liability to Trust #454 and allow the said Proof of Claim in such amount only.


3. In the alternative, that the Court estimate, for the purpose of allowance, Taracorp's liability to Trust #454 and allow the said Proof of Claim in such amount only.

4. In the alternative, that the Court assess against NL any amounts that it determines Trust #454 is entitled to collect in connection with the Granite City facility and direct NL to make such contribution.

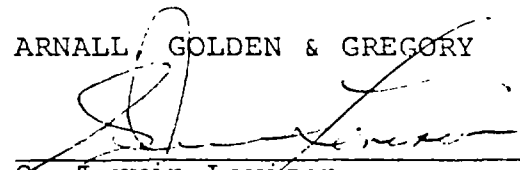
5. That the Court grant such other and further relief as it deems equitable and just.

MACEY & SLKES

  
Morris W. Macey

  
Thomas R. Todd, Jr.

ARNALL, GOLDEN & GREGORY

  
S. Jarvin Levison

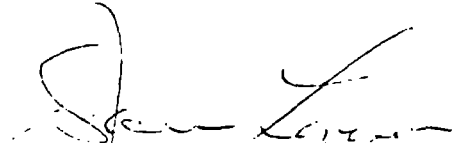
CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of Debtor's Objection to Proof of Claim by depositing said copy in the United States Mail in a properly addressed envelope with adequate postage thereon, addressed to:

Webb, Daniel & Betts  
1901 Cain Tower  
229 Peachtree Street, N.E.  
Atlanta, Georgia 30303

William E. Brandt, Esq.  
1308a Niedringhaus Avenue  
Granite City, Illinois 62040

This 26<sup>th</sup> day of October, 1983.

  
S. Jarvin Levison